

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO. 04-179
ANNUAL REQUIREMENTS FOR
DIGITAL CELLULAR EQUIPMENT AND SERVICES

DATE: June 7, 2005

CONTRACT PERIOD: May 1, 2005 thru April 31, 2006

CONTRACTOR: Alltel Communications, Inc.
2201 Winthrop Rd
Lincoln NE 68502

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Diane Reese
Telephone No.: 402/436-5134
FAX No.: 402/436-4766
E-Mail Address: Diane.Reese@alltel.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER CONTRACT AGREEMENT - Effective May 1, 2005

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

F/FILES/SHARPURC/AWARDNOTIFICATIONS/CON04179

E.O. 73261
Dated 5/19/05



One Allied Drive
Little Rock, AR 72202

Business Accounts Agreement

I. CUSTOMER INFORMATION

<i>Account Name</i> City of Lincoln/Lancaster County		<i>D/B/A (if used)</i>		<i>Federal Tax Identification Number</i> 47-6006256	
<i>Street Address (P.O. Box Not Acceptable)</i> 440 South 8th Street, Suite 200					
<i>City</i> Lincoln	<i>State</i> NE	<i>Zip Code</i> 68508	<i>Telephone Number</i> 402-441-8314	<i>E-Mail Address</i> Vmejer@ci.lincoln.ne.us	
<i>Primary Contact</i> Vince Mejer		<i>Primary Contact's Title</i> Purchasing Agent			
<i>Street Address (P.O. Box Not Acceptable)</i> same					
<i>City</i> Same	<i>State</i> Same	<i>Zip Code</i> Same	<i>Telephone Number</i> Same	<i>E-Mail Address</i> Same	
<i>Business Type (check one)</i> <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> Other (explain):					

II. SERVICE PLAN, PHONES & ACCESSORIES

INITIAL TERM (check one): <input type="checkbox"/> 1 Year <input type="checkbox"/> 2 Years <input checked="" type="checkbox"/> 3 Years ("Initial Term")			EFFECTIVE DATE This Agreement begins on May 1, 2005 ("Effective Date").		
<i>Early Termination Fee Per Line: \$200</i>					
Minimum number of lines or billable minutes of use: 60,000 Monthly MOU (You may not resell Services or Products or lease Products to anyone.)					
<i>Quantity</i>	<i>Phone Type</i>	<i>Primary Use City/State/Zip</i>	<i>Service Plan</i>	<i>Features and Accessories</i>	
800 Minimum	Various Digital	Lincoln, NE 68508	Metro Time Manager-Lancaster County (see Attachment A)	See Attachment A	
<input type="checkbox"/> Individual phone numbers are portable with your employees, if checked <input checked="" type="checkbox"/> Additional information attached, if checked					

III. TERMS AND CONDITIONS

- 1. Price and Payment.** ALLTEL will invoice you at the end of each month during the Term of this Agreement, and you shall pay ALLTEL, at the address indicated in the invoice, the invoiced amount either within thirty (30) days of the date of invoice or as otherwise stated in the invoice. Invoices may be transmitted via e-mail. Payments shall be made, as ALLTEL directs, by check, credit card, wire transfer, or by way of ACH drafting to be established by you for ALLTEL with respect to your bank account. ALLTEL may, solely in its discretion, change your method of payment at any time to any of the foregoing. All amounts shall be paid in U.S. currency.
- 2. Charges for Services.** You are responsible for paying all charges applicable to your service plan ("Services"), including access charges, airtime, features, roaming, toll, long distance, directory assistance, taxes, surcharges, fees, and assessments imposed by us or a governmental authority from time to time in connection with your Services. For wireless Services, airtime usage on each call is billed in full minute increments, with a minimum charge of one minute per call. Partial minutes of use are rounded up to the next full minute. Access charges are billed in advance and will not be deducted from your bill or refunded in the event of termination. Unused plan minutes are not carried over to subsequent monthly billing cycles. In some instances, information regarding airtime usage, including roaming or long distance charges, is not available to be included in the bill for the month that the Service is used, and will be billed to you in a subsequent bill. This Service will be charged, and deducted from your plan minutes, in the month it is billed. The length of a call will be measured from when you initiate it until you terminate it. Depending upon your plan, you may incur additional charges for roaming or long distance calls. Rates and charges while roaming outside of your local ALLTEL service area may be different than your plan rates. We reserve the right to select the carrier you will use while roaming. Rates during peak hours may be higher than rates during off-peak hours. Wireless data services may be billed in full kilobyte increments; partial kilobyte increments of use may be rounded to the next full kilobyte; unused kilobytes may not be carried over to subsequent monthly billing cycles; access time may be measured from the time the port is seized to the time the port is released by your equipment. ALLTEL will not refund the value of unused Services for time periods already billed.
- 3. Initial Term.** This Agreement will commence upon the Effective Date and end on the anniversary of the Effective Date indicated above in Part II (this period is defined as the "Term").
- 4. New Agreement.** Any material change in Part II, above, may require a new agreement to replace this Agreement.
- 5. Early Termination Fee.** You may terminate this Agreement before the expiration of the Term upon (a) notice to ALLTEL and (b) payment of the early termination fee per line set forth in Part II, above. ALLTEL may terminate this Agreement if you commit a default under this Agreement, in which case the early termination fee will apply.
- 6. Default.** Either ALLTEL or you may terminate this Agreement before expiration of the Term for any of the following events by a non-terminating party: (a) any breach or failure to comply with any term, provision, or covenant of this Agreement not cured within seven days after written notice of such breach; (b) either of us files a voluntary petition in bankruptcy; (c) either of us is adjudged bankrupt; (d) a court assumes jurisdiction of the assets of either of us; (e) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of either of us; (f) either of us becomes insolvent or suspends its business; or (g) either of us makes assignment of its assets for the benefit of its creditors.
- 7. Market Availability.** Services in some areas are managed and provided under contract with ALLTEL by independent affiliates with access to the ALLTEL Network. Some Services may not be available or may operate differently in certain affiliate markets. Contact your ALLTEL Account Representative for more information on the affected markets, pricing, features, options, promotions and functionality.
- 8. Credit Verification.** You agree that ALLTEL may verify your credit, or the credit of the entity on whose behalf you are executing the Agreement, before agreeing to provide Services and Products. ALLTEL may also perform credit verifications at any time during the Term of the Agreement.
- 9. Documentation.** Any amendments to this Agreement must be in writing and signed by ALLTEL and you in order to become effective, and upon complete execution such shall constitute part of this Agreement. This Agreement, or the version you are signing, may be maintained by ALLTEL in electronic format, and you agree that the electronic format shall constitute a counterpart of this Agreement and serve as such in all material respects even though it may not bear your signature or that of ALLTEL.
- 10. Limitation of Liability; No Warranties.** Neither ALLTEL nor our vendors, suppliers or licensors are liable for any damages arising out of or in connection with any:

Agreement are for convenience of reference only, do not constitute a part of this Agreement, and will not be deemed to limit, expand or in any way affect the interpretation of any term or provision of this Agreement.

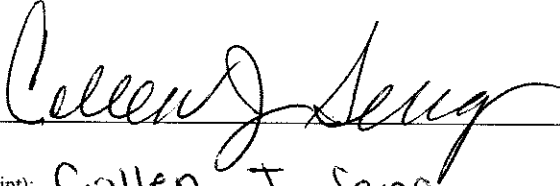
IV. PAYMENT INFORMATION

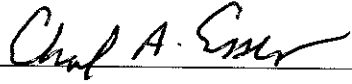
<input type="checkbox"/> Check	Bank Name:	Account #:	
<input type="checkbox"/> Credit Card (not allowed without ALLTEL approval)	Type:	Account #:	Expiration:
<input type="checkbox"/> Electronic Payment	Bank Name:	Account #:	Routing #:

CUSTOMER SIGNATURE/AUTHORIZATION

ALLTEL COMMUNICATIONS, INC.

(For itself and on behalf of its affiliates):

By: 
Name (Print): Collen J. Seng
Title (Print): Mayor
Fax: _____

By: 
Name (Print): CHAO A. ESSEX
Title (Print): DIRECTOR BUSINESS SOLUTIONS
Fax: 302-398-1500



ALLTEL Wireless Rate Plan

Nebraska Wireless Digital Service

Metro Lincoln/Lancaster County

Access Per Month	Minutes Included	Additional Minutes	Local Toll	Roaming	Roam Toll	Voice Mail	Maximum Lines
\$6,000	60,000	0.10	0.10	.20/.65	0.25	Basic	500

Custom Calling Features

Included Free with rate plan:

Caller ID

Busy Transfer

Call Diversion

Call Waiting

Call Forwarding

3-Way

Additional Calling Features

Voice Mail	Included	Included
Text Messaging	\$3.00 (Unlimited Incoming/300 outgoing)	
Messaging Packs	\$5.99 (300 messages)	\$9.99 (750 messages) \$14.99 (1500 messages)
Product Guard	\$5.00 per month (wireless phone insurance)	
Mr. Rescue	\$3.00 per month (emergency roadside service)	

All Plans

- ▶ No charge for unanswered calls.
- ▶ Directory assistance calls are billed at \$1.25 per call in addition to airtime charges.
- ▶ 10-digit dialing required (Area Code + 7-digit number).
- ▶ **Home Service** area includes City of Lincoln - Lancaster County.
- ▶ Toll-free calling to Home service area only.
- ▶ Roaming in-state \$.20/ out-of-state \$.65.
- ▶ Maximum of 500 lines per account to qualify for the Metro Rates.
- ▶ Requires average monthly Minutes of Use of 140 minutes per mobile
- ▶ Includes 500 Mobile to Mobile minutes (ALLTEL wireless to ALLTEL wireless in Nebraska Market only) per mobile

Wireless airtime packages can be used for calls originating from ALLTEL's Local calling area. All calls are billed in one-minute increments and partial minutes are rounded up to the next full minute. Unused minutes do not carry forward to the next month. An approved digital phone from ALLTEL is required for digital service. Caller ID service may not be available in some areas.

A service agreement is required on all activations. An early termination fee applies for early cancellation of service.

Additional taxes and fees may apply, including federal and state-mandated Universal Service Fund fees & a 911 fee. A \$.59 Telecom Connectivity Fee and a \$.56 Regulatory Cost Recovery fee will apply to each mobile. These charges cover interconnection and other fees associated with connecting and terminating traffic with other wireless and wireline carriers. Directory Assistance, landline interconnection, assessments, fees and taxes are additional. Billing, shipping and customer address must be within the ALLTEL- Nebraska licensed service area.